

EXHIBIT 1



MASTER SERVICES AGREEMENT – RIWEST AND HOLO FOOTWEAR

4/25/2022

This Marketing Agreement ("Agreement") is a contract between BIG ADS, Inc., DBA R\West ("R\West", "we" or "us") and HOLO Footwear ("Client" or "you") for the services that R\West will provide to Client. You have hired R\West and we hereby agree to serve you as marketing agent in accordance with and subject to the following terms and conditions of this Agreement:

1. Scope of Services

- a. We shall provide the following product(s) and service(s): The development of integrated marketing services according to the attached SOW ("Addendum 1") including but not limited to account management, creative, digital, social media and public relations services for HOLO Footwear.
- b. During the period of 6/6/22 through 12/6/22 Client retains R\West to provide services as follows: Preparing integrated marketing with respect to the services outlined in Addendum 1.
- c. You may assign additional products and services to us, subject to our approval. If products or services are assigned to us and we agree to the same, all terms and conditions of this Agreement shall apply to such additional products and services.
- d. You authorize us to act as your agent in purchasing materials and services required to produce advertising on your behalf.
- e. You acknowledge that the successful and timely rendering of the Services will require your good faith cooperation. Accordingly, you agree to fully cooperate with R\West, including without limitation, by (i) providing R\West with all information necessary, appropriate and relevant to R\West's performance of Services as soon as it is available, such as any existing press materials and information and timelines for upcoming initiatives; (ii) providing at least one person with relevant experience to act as our contact person in connection with the Services; and (iii) promptly reviewing materials submitted by R\West.

2. Nature of Services

We shall perform the following types of services for you in connection with the planning, preparing and placing of advertising for your product(s) or service(s), as specifically outlined in Addendum 1.

- a. Develop and implement cooperative creative, advertising, social media, digital, promotional and marketing strategies and plans.
- b. Study your products and services.
- c. Analyze your present and potential markets.
- d. Create, prepare and submit to you, for approval, integrated marketing, promotions, social media, digital ideas and programs.
- e. Employ on your behalf, our knowledge of available media and means that can be profitably used to advertise your product(s) or service(s)
- f. Prepare and submit to you, for your approval, estimates of costs of these recommended advertising programs.
- g. Write, design, illustrate or otherwise prepare your advertisements, including all forms of paid media.
- h. Properly incorporate the message in mechanical or other form, in accordance with approved creative guidelines, and forward it with proper instructions for the fulfillment of the order.

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The following services will only be rendered if we place and bill for media insertions (all creative and use of the brand name/logo is subject to approval by H2One.):

- i. Order space, time, or other means to be used for your creative design, endeavoring to secure the most advantageous rates available. When using illustration and photography, R\West will ensure all appropriate rights are secured.
- ii. Check and verify insertions, displays, broadcast or other means used, to such degree as is usually performed by advertising agencies; and
- iii. Audit for space, time, material preparation and services.

3. Work Product; Intellectual Property

- a. Any work developed and delivered by R\West for Client, and accepted by Client, is understood to be “work for hire” and shall remain the property of Client. All work and ideas rejected by you will remain our property, subject to your retained rights to your intellectual property.
- b. Client acknowledges that in developing materials pursuant to this Agreement, R\West may utilize pre-existing materials, third-party materials, software, 3D modeling files, animation files and other source files, or materials that do not contain any content relating to Client’s business, and all such materials shall remain the property of R\West and/or its licensors. Conditioned upon Client’s full and timely payment of all fees due under this Agreement, R\West hereby grants to Client a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, display and perform the foregoing materials to the extent they are incorporated into Deliverables. R\West agrees to indemnify client for any damages incurred regarding R\West’s infringement of third party intellectual property (other than such information supplied by Client).
- c. You agree that R\West may use, display and perform a collection of the work product produced for you under this Agreement in a portfolio of our work that may be shown to third parties, including on our website.
- d. Client grants R\West a limited non-exclusive non-transferrable license during the terms of this Agreement to use, solely in providing services herein, Client’s pre-existing intellectual property. R\West acknowledges that Client owns all right and interest in such pre-existing intellectual property, and R\West shall acquire no proprietary rights thereto.

4. Safeguarding of Property

- a. We will take commercially reasonable precautions to safeguard any of your property entrusted to our custody or control.
- b. We will take reasonable precautions to safeguard your proprietary and confidential information (“Confidential Information”) supplied by you to us from disclosure to any third party. Confidential Information does not include any information that (i) is known by us or independently developed by us prior to disclosure by you (ii) is publicly known or becomes known to others through no act or failure to act by us, (iv) is received on a non-confidential basis from a third party, or (v) is required to be disclosed as a result of government or judicial action.
- c. We agree to use your Confidential information only in developing and implementing advertising, public relations, marketing strategies and plans for the sale and exclusive benefit of client and for no other purposes. , We may disclose your Confidential Information to our employees, agents, subcontractors, service providers and business partners that are contractually bound by confidentiality obligations at least as restrictive as those set forth in this Agreement .



5. Indemnity

- a. We shall indemnify and hold you harmless from any claims or actions by third parties against you, based upon material prepared by us, for infringement of copyright, invasion of privacy, libel, slander, piracy, or plagiarism, but only to the extent that such claims do not result from modification or alteration of the material by you. This indemnity shall not apply to any material furnished or specified by you to us.
- b. You are responsible for the accuracy, completeness and proprietary nature of all information and material furnished or specified by you to us. You are responsible for obtaining the rights, licenses and permissions to use the material furnished or specified by you to us. You will indemnify and hold us harmless with respect to any claims or actions by third parties arising from or relating to the use by us of any material furnished or specified by you or where material created by us is modified or altered by you. "Material furnished or specified by you" includes, without limitation, information or data obtained by us from you to substantiate claims made in advertising, technical copy or information supplied by you, and all other information, content and materials provided by you to us.

6. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS MADE BY R\WEST, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED CONDITIONS OR WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

7. Limitation of Damages

In no event will R\West be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, even if R\West has previously been advised of the possibility of such damages.

8. Limitation of Remedies

Except for claims from third parties that are subject to indemnification rights under 5(a), R\West's liability to Client arising out of or relating to this Agreement or to services provided by R\West to Client, under any legal theory, whether in contract, tort, negligence, strict liability, contribution, indemnity, statutory, or otherwise, shall be limited to direct damages and shall not exceed the amounts paid by Client under this Agreement during the twenty-four (24) months prior to such loss.

9. Additional Compensation

- a. On all media purchased by us on your behalf, we shall bill you at the published card rates, or negotiated rates, as may be applicable. If no agency commission is granted, or allowed on any such purchase, you agree that we may invoice you the gross amount which, after deduction of our cost, will yield us fifteen percent (15%) of such gross amount as agency commission.
- b. On broadcast production, artwork, printing, pre-press, engraving, type composition and any and all art and mechanical expenses incurred by us, pursuant to your authorization, we shall invoice you the gross amount which, after deduction of our cost, will yield us twenty percent (20%) of such gross amount as agency commission.
- c. If we undertake, at your request, special services and no agreement was made, we shall charge you at our standard rates for the work performed by us. In addition, for material or services



purchased from outside sources under your authorization, we shall invoice you the gross amount which, after deduction of our cost, will yield us fifteen percent (15%) of such gross amount as agency commission.

- d. You agree to reimburse us for all pre-approved expenses and costs incurred by us in connection with the performance of services under this Agreement, including, without limitation, forwarding and mailing, travel, and other costs.

10. Payment Terms

You agree to pay all invoices within thirty (30) days of the invoice date unless needed sooner due to media cancellation dates – please note that given the length of this agreement, the first month of fees (\$39,800) will be invoiced and due upon the signing of this agreement. In the case of rush payments for items needed for immediate payment, you agree to pay us within five (5) days of receipt of such invoice. You agree to incur a late fee of 1.5% per month for all fees and expenses not paid in the time period due. If you do not pay an invoice within ninety (90) days of the invoice date, you agree to be liable for all legal fees incurred by R\West related to the services performed under this Agreement and all related costs and legal fees associated with procuring payment from you. **Notwithstanding anything in this Agreement to the contrary, if you fail to make payment by the due date, R\West may suspend the Services. If you do not make a full payment within 10 days after the due date, R\West may terminate this Agreement and any outstanding SOW without any liability to you.**

11. Governing Law and Attorneys' Fees

This agreement shall be interpreted in accordance with the laws of the State of New York, without regard to its conflicts of law rules. The prevailing party in any litigation arising out of or relating to this Agreement will be entitled to recover all reasonable attorneys' fees and other expenses (in addition to statutory "costs" of litigation), including attorneys' fees and expenses in connection with any trial, appeal, or petition for review.

12. Term and Termination

- a. Term. The term of this Agreement shall last until the end date stated in Section 1, above, and shall renew automatically for an additional like term unless terminated as stated in Section 12.b., below.
- b. Either party may terminate this Agreement with or without cause, by providing no less than thirty (30) days prior written notice to the other party. The then current compensation arrangement shall continue during such notice period. Upon termination, you shall promptly pay the full sum of your balance owed to us, including the balance of potential media commissions and all other costs incurred by us and fees due to us.
- c. Upon termination by Client, you shall be responsible for all costs related to any uncancellable contract made on your authorization, any contract we entered into with talent, and any other materials or services we committed ourselves to purchase for your account with your approval. Upon the termination date, all outstanding contracts and other such costs and obligations are automatically assigned to you. R\West shall be released from any related obligation or liability and you shall indemnify us against any claim by a third party arising after the assignment of any such contract or obligation.

13. Miscellaneous



This Agreement supersedes all previous oral or written agreements between the parties and contains the entire understanding between R\West and Client. This agreement may not be amended or waived except in writing and signed by both parties. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Section headings are for reference only and do not affect the construction or interpretation of the Agreement. The terms under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation those contained in the Sections entitled Indemnification, Disclaimer of Warranties, Limitation of Damages, Limitation of Remedies, Payment Terms, and Termination shall survive the termination or expiration of this Agreement.

14. Time

Time is of the essence in the performance of duties hereunder.

If you accept the above terms of this Agreement, kindly indicate your acceptance by signing below.

Very truly yours,

R\West
By: Emma Oldenkamp

Accepted and agreed upon on behalf of HOLO Footwear.

Rommel Vega

Rommel Vega

05-12-2022

Print Name

Signature

Date